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March 18, 2004

Michael Sclafani, Clerk
Wetlands Council
6 Hazen Drive, PO Box 95
Concord, NH 03302-0095

RECEIVED

MAR 22 2004

RE: Appeal of Town of Nottingham - Docket No. 04-01 WC

Dear Mr. Sclafani:

Enclosed please find an executed agreement between the parties in the above-referenced matter.

Thank you for your attention in this matter.

Very truly yours,



E. Tupper Kinder

ETK/sma

Encl.

cc: Richard W. Head, Esquire
Mark E. Beliveau, Esquire
Armand M. Hyatt, Esquire

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MAR 22 2004

AGREEMENT

This Agreement is made as of the 19 day of February, 2004 by and among the Town of Barrington, New Hampshire, the Town of Nottingham, New Hampshire (the Town of Nottingham and the Town of Barrington are jointly referred to herein as the "Towns"), the New Hampshire Department of Environmental Services, and USA Springs, Inc.

WHEREAS, On January 9, 2004, the Town of Barrington and Town of Nottingham each filed a Motion for Rehearing with the New Hampshire Department of Environmental Services ("DES") regarding certain findings and determinations set forth in the DES Decision dated December 11, 2003;

WHEREAS, The December 11, 2003 DES Decision was issued in response to an application by USA Springs dated May 24, 2001, for a large groundwater withdrawal permit and Final Report submitted on February 4, 2003 (the "2001 Application").

WHEREAS, on January 9, 2004, the Town of Nottingham and, on January 12, 2004, the Town of Barrington, each filed a Notice of Appeal with the DES Water Council regarding certain findings and determinations set forth in the DES Decision dated December 11, 2003;

WHEREAS, While neither Town challenged DES' Decision to deny USA Springs, Inc.'s ("USA Springs") application for a large groundwater withdrawal permit in accordance with Env-Ws 388 and request for approval of a new source of bottled water in accordance with Env-Ws 389, the Towns do object to certain findings made by DES in its December 11, 2003 Decision;

WHEREAS, USA Springs has neither sought rehearing nor appealed the December 11, 2003 DES Decision by the required date of January 12, 2004 regarding the 2001 Application;

WHEREAS, by document dated December 29, 2003, USA Springs, Inc. through its duly authorized representative, submitted a second "Preliminary Application for Large Groundwater Withdrawal Permit" (the "2004 Application") for a proposed bottling plant at the same location as the 2001 Application;

WHEREAS, by decision dated January 20, 2004, DES has denied the Towns' Motions for Rehearing regarding certain findings and determinations set forth in the December 11, 2003 DES Decision;

WHEREAS, Representatives of USA Springs, the Town of Barrington, the Town of Nottingham, and DES have discussed the procedural status of this matter and reported the content of those discussions to the NH DES Water Council at a pre-hearing conference. The Towns of Barrington and Nottingham, USA Springs and DES recognize that this Agreement has been negotiated by the parties in good faith, that implementation of this Agreement will result in a more efficient disposition of appeals pending from DES's December 11, 2003 decision, and/or any appeals that may arise out of the 2004 Application;



WHEREAS, this Agreement is deemed in good faith to be fair and reasonable and in the public interest.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Any and all rights of appeal regarding matters addressed in the December 11, 2003 DES Decision and, any and all issues, claims, grounds, defenses or other rights that may have been raised in response to the December 11, 2003 DES Decision by the Towns are hereby preserved to the extent that such issues, claims, grounds, defenses or rights are substantive in nature and not based on procedural matters pertinent to the 2001 Application. No defense of estoppel, collateral estoppel, res judicata, waiver, laches, statute of limitations or other defense to an appeal arising out of the 2004 Application, any amendment thereto, or any subsequent large groundwater application by USA Springs shall be asserted or considered on the basis that it should have been raised in an appeal to the December 11, 2003 DES Decision provided such appeal arising out of the 2004 Application does not assert or raise any issues, claims, grounds, defenses or other rights that are based on procedural matters pertinent to the 2001 Application.

2. The Towns of Barrington and Nottingham shall withdraw, without prejudice, their appeals pending before the DES Water Council (Docket Numbers 04-01 WC and 04-02 WC), in consideration of this Agreement whereby their respective rights of appeal are fully preserved as to relevant substantive issues. In addition, the Towns of Barrington and Nottingham shall not appeal the December 11, 2003 Decision or the January 20, 2004 DES Decision, in consideration of this Agreement whereby their respective rights of appeal are fully preserved as to relevant substantive issues.

3. This Agreement may be modified, supplemented or extended only by an amendment signed by all of the parties hereto. This Agreement is binding on the parties hereto, their affiliates, successors and assigns.

4. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Hampshire.

In Witness Whereof, the parties hereto, which may be by and through their appointed legal counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

A handwritten signature, possibly "A. J. Etk", is enclosed within a hand-drawn circle.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By its attorneys,

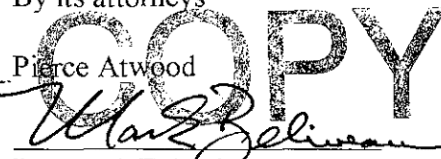
Peter W. Heed
Attorney General



By: Richard W. Head
Assistant Attorney General

THE TOWN OF BARRINGTON

By its attorneys

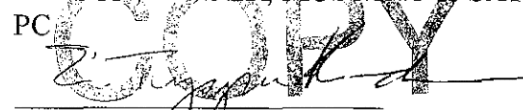
Pierce Atwood


By: Mark E. Beliveau

THE TOWN OF NOTTINGHAM

By its attorneys

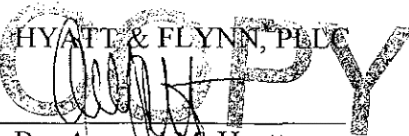
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PC



By: E. Tupper Kinder

USA SPRINGS, INC.

By its attorneys

HYATT & FLYNN, PLLC


By: Armand M. Hyatt